

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: ZIEGLER et al.

Title: LINEAR INDICATOR

Appl. No.: 10/559,492

International 06/04/2004

Filing Date:

371(c) Date: To Be Determined

Examiner: To Be Determined

Art Unit: To Be Determined

PETITION UNDER 37 C.F.R § 1.47

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Applicant hereby petitions under 37 C.F.R. § 1.47(a) that Dr. Wolfgang Ziegler be permitted to make the above-captioned application on behalf of himself and Mr. Atanas Salabaschew. Mr. Salabaschew is refusing to sign the Declaration in the above-captioned application after diligent efforts to obtain his signature have been exercised. The reason Mr. Salabaschew refuses to sign the Declaration is because Applicants will not furnish him with an indemnification agreement that meets his preferences. Applicant petitions the Commissioner to accept the accompanying Declaration, signed by Dr. Ziegler, but not signed by Mr. Salabaschew, in order to preserve the rights of the Applicant.

04/09/2007 LLANDGRA 00000021 10559492

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Proof of Pertinent Facts

Below is a description of the pertinent facts concerning the attempts made to have Mr. Salabaschew sign the Declaration:

1. Mr. Thomas Christophel is an employee of Johnson Controls GmbH, European Headquarters in Burscheid / Germany. He works in the Patent Department of Johnson Controls GmbH.

2. In his position in the Patent Department, Mr. Christophel (through the Department's assistant Ms. Martina Tiedemann) regularly corresponds with inventors and coordinates the execution of various patent-related documents, including declarations and powers of attorney, for certain patent applications filed on behalf of Johnson Controls GmbH or other legal entities of JCI's Automotive Group.

3. Mr. Christophel coordinated the execution of a Declaration and Power of Attorney document and an Assignment document for the above-captioned application.

4. There are two named inventors, Dr. Wolfgang Ziegler and Mr. Atanas Salabaschew, in the above-captioned application. Dr. Ziegler has signed the application. Mr. Atanas refuses to sign the application. At the time he invented the invention disclosed and claimed in the above-captioned application, Mr. Salabaschew was chairman of the board of directors of Borg Instruments AG. This company entirely has been taken over by Erste JCI Holding GmbH with effective date of May 30, 2003. Thus Johnson Controls acquired ownership of all Borg intellectual property, including respective invention. As the purchase agreement includes post-closing support for execution and delivery of documents necessary to carry out its purpose, Mr. Salabaschew in his former role of having been chairman was obligated to exert influence on Mr. Salabaschew in his role of being inventor to assign his inventions to Johnson Controls or their designee.

5. Mr. Salabaschew refuses to sign the application papers sent to him. He has stated through his lawyer that he will sign the papers only if Johnson Controls provides him with additional consideration. Specifically, Mr. Salabaschew requires that Johnson Controls furnish him with an indemnification agreement before signing the Declaration.

6. Mr. Salabaschew is fluent in the German as well as the English language. On November 10, 2005, JCI's Patent Department sent a letter (in German) to Mr. Salabaschew to indicate Johnson Control's intention to file patent applications for foreign countries, including the United States of America, taking benefit of the first and prior patent application related to the invention, filed with the German Patent and Trademark Office (DPMA) on June 06, 3002. JCI requested that he execute a Declaration and Power of Attorney document and an Assignment document for the above-captioned application. Exhibit A. On December 14, 2005, JCI's Patent Department sent a letter (in English) to Mr. Salabaschew to request that he execute a Declaration and Power of Attorney document and an Assignment document for the above-captioned application. Exhibit B.

7. On January 26, 2006, Mr. Schepard – Mr. Salabaschew's attorney – sent a letter to JCI's Patent Department requiring that Johnson Controls provide additional consideration to Mr. Salabaschew before he would sign. Specifically, Mr. Salabaschew's attorney requested an indemnification agreement to Mr. Salabaschew before he would endorse the Declaration. Exhibit C. The indemnification agreement would have to include, "a specific statement that Mr. Salabaschew gives no warranties or guarantees in connection with the transfer..." and "an indemnification undertaking from JCI to Mr. Salabaschew for all costs and liability in the event that any claims or actions are ever brought against him (either by JCI or a third party) in connection with such patents and transfer...". However, Johnson Controls has no contractual or other legal obligation to provide Mr. Salabaschew in his role as inventor with the additional consideration he has requested.

8. On November 17, 2006, Mr. Christophel sent a letter to Mr. Schepard re-soliciting Mr. Salabaschew's endorsement of the Declaration. Exhibit D. On November 27, 2006, Mr. Schepard sent a letter to Mr. Christophel indicated that Mr. Salabaschew would be willing to sign the Declaration "subject to the confirmations by JCI as set forth in [his] letter of January 26, 2006...". Exhibit E. Mr. Salabaschew refused to sign the Declaration in absence of such confirmation/indemnification agreement.

9. On February 28, 2007, as a compromise to resolve this matter, and without any legal obligation to do so, Johnson Controls furnished Mr. Schepard with an indemnification agreement in furtherance of obtaining Mr. Salabaschew's signature on the Declaration. The Agreement provided that Mr. Salabaschew provide no warranties and would have indemnified Mr. Salabaschew "against any liability related to the patent applications or any resulting patents, including any special, consequential, indirect, or incidental damages, however caused, on any theory of liability." Exhibit F (paragraphs 2 and 3 of the Agreement).

10. On March 29, 2007, Mr. Schepard proposed several "principal" changes to the agreement via email to Mr. Christophel. Exhibit G. Mr. Schepard requested "a substantially enlarged indemnification provision" requiring that Mr. Salabaschew not take "any risk whatsoever nor have to expand any moneys whatsoever." He also requested that "French law [be] applicable and to grant exclusive jurisdiction in the event of a dispute to the French courts." Id.

11. On March 29, 2007, Johnson Controls GmbH declined to make the proposed revisions. Exhibit H-M.

12. Johnson Controls is unwilling to provide the further consideration and indemnification requested by Mr. Salabaschew, and has no legal obligation to provide any further consideration. Its offer to do so was simply to obtain an expeditious resolution of this matter. Having been unsuccessful at obtaining a negotiated resolution of this matter, Johnson Controls

must now submit its petition to the U.S. Patent and Trademark Office to accept the application without the signature of Mr. Salabaschew.

Mr. Christophe's statement of facts and Exhibits A-M accompany this Petition.

Fee

The fee for this Petition is \$200.00. A credit card payment for this amount is enclosed herewith. The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741.

Last Known Address of Nonsigning Inventor

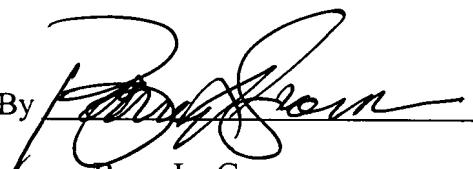
The last known address of the nonsigning inventor, Mr. Salabaschew, is 20, avenue de Square, Paris, France F-75016.

In view of the fact that Mr. Salabaschew is refusing to sign the Declaration after diligent effort, Applicant petitions under 37 C.F.R. § 1.47(a) to accept the accompanying Declaration from the other inventor, Dr. Wolfgang Ziegler.

Respectfully submitted,

Date 4/5/07

FOLEY & LARDNER LLP
Customer Number: 26371
Telephone: (414) 297-5724
Facsimile: (414) 297-4900

By 
Barry L. Grossman
Attorney for Applicant
Registration No. 30,844

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: ZIEGLER, et al.

Title: LINEAR INDICATOR

Appl. No.: 10/559,492

International: To Be Determined

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STATEMENT OF FACTS IN SUPPORT OF PETITION UNDER 37 C.F.R. §1.47

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

I, Thomas Christophel, state as follows:

1. I am an employee of Johnson Controls GmbH, Automotive Group, European Headquarters in Burscheid / Germany. I work in the Patent Department of Johnson Controls GmbH.

2. In my position in the Patent Department, I (through Department's assistant Ms. Martina Tiedemann) regularly correspond with inventors and coordinate the execution of various patent-related documents, including declarations and powers of attorney, for certain patent applications filed on behalf of Johnson Controls GmbH or other legal entities of the Automotive Group.

3. I coordinated the execution of a Declaration and Power of Attorney document and an Assignment document for the above-captioned application.

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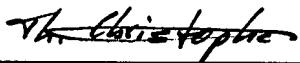
have to expand any moneys whatsoever." He also requested that "French law [be] applicable and to grant exclusive jurisdiction in the event of a dispute to the French courts." Id.

12. On March 29, 2007, Johnson Controls GmbH declined to make the proposed revisions. Exhibit H.

13. Johnson Controls is unwilling to provide the further consideration and indemnification requested by Mr. Salabaschew, and has no legal obligation to provide any further consideration. Its offer to do so was simply to obtain an expeditious resolution of this matter. Having been unsuccessful at obtaining a negotiated resolution of this matter, Johnson Controls must now submit its petition to the U.S. Patent and Trademark Office to accept the application without the signature of Mr. Salabaschew.

14. The statements made herein are based on my personal knowledge and are believed to be true to the best of my knowledge.

Executed on 05/April/2007



Mr. Thomas Christophe



Johnson Controls GmbH • Postfach 1205 • 51388 Burscheid



**Monsieur
Atanas Salabaschew
20, Avenue du Square**

F-75016 Paris

Ihr Zeichen

Ihre Nachricht vom

Telefon

Datum

02174/65-49 67 10. November 2005

Mitteilung über Aufgabe von Schutzrechten nach § 16 Abs. 1 ArbEG

Internationale Patentanmeldung Nr. PCT/EP04/006050

Bezeichnung der Erfindung: Linearzeiger
unser Zeichen: BO159/WO

Sehr geehrter Herr Salabaschew,

wir beabsichtigen, zu oben genannter Patentanmeldung die nationale/regionale Phase in den Vertragsstaaten

EP, JP und US

einzuleiten. Die betreffende gesetzliche Frist von 30 Monaten endet am 05.12.2005.

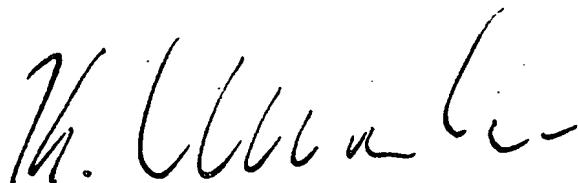
Es steht Ihnen frei, die Patentanmeldung in den übrigen benannten Vertragsstaaten auf eigene Rechnung weiterzuverfolgen und selbst zu nutzen. Sollten Sie von diesem Angebot Gebrauch machen, gehen die dabei anfallenden Kosten zu Ihren Lasten.

Ein nicht ausschließliches Recht zur Benutzung der Diensterfindung nach § 16 Abs. 3 ArbEG behalten wir uns vor.

Sofern uns von Ihnen bis zum **02.12.2005** keine Stellungnahme vorliegt, gehen wir davon aus, dass Ihrerseits kein Interesse an einer Übernahme besteht. Bitte senden Sie uns das beigefügte Doppel dieses Schreiben mit Ihrer Unterschrift versehen an uns zurück.

Sollten Sie nicht alleiniger Erfinder sein, so geht dieses Schreiben gleichlautend an die Miterfinder.

Mit freundlichen Grüßen
Johnson Controls GmbH



Klaus Hemmelmann
European Patent Attorney
Intellectual Property Manager



Martina Tiedemann
Patent Department

Sollten Sie nicht alleiniger Erfinder sein, so geht dieses Schreiben gleichlautend an die Miterfinder.

Mit freundlichen Grüßen
Johnson Controls GmbH



Klaus Hemmelmann
European Patent Attorney
Intellectual Property Manager



Martina Tiedemann
Patent Department

Die Mitteilung nach § 16 (1) ArbEG und den Vorbehalt nach § 16 (3) ArbEG habe ich zur Kenntnis genommen.

_____, den _____
Ort

A. Salabaschew

EXHIBIT

B

Johnson Controls GmbH • Postfach 1205 • 51388 Burscheid

JOHNSON
CONTROLS

**Monsieur
Atanas Salabaschew
20, Avenue du Square**

F-75016 Paris

Ihr Zeichen

Ihre Nachricht vom

Telefon

Datum

December 14, 2005

**International Patent Application No. PCT/EP04/006050
Validation in the US**

**Title: Linear Indicator
Our Ref.: BO159/WO-US**

Dear Mr. Salabaschew,

Please find enclosed two formal documents which are requested for validation of the above-mentioned patent application in the US.

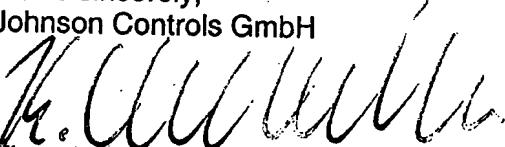
We kindly ask you to sign these documents and return them to:

Johnson Controls GmbH
Patent Department
Industriestrasse 20 – 30
D-51399 Burscheid

Germany

If you have any queries, please do not hesitate to contact us.

Yours sincerely,
Johnson Controls GmbH


Klaus Hemmelmann
European Patent Attorney
Intellectual Property Manager


Martina Tiedemann
Patent Department

Enclosure

Johnson Controls GmbH
Europa-Zentrale
Industriestrasse 20-30
51399 Burscheid, Germany

Telefon: +49 2174 65-0
Telefax: +49 2174 65-3100
Internet: www.johnsoncontrols.com

Geschäftsführer:
Giovanni B. Flori
Dr. Beda Helmut Botzenius
Stephen Alan Roell
Dr. Reiner Spaake

Amtsgericht Köln
HRB 49198
Ust. Id-Nr.:
DE811826278

Commerzbank AG Wermelskirchen
BLZ 340 400 49
KTO 1 900 778
DE 65340400490190077800
Swift: COBADEFF341

JEAN-DENIS BREDIN
JEAN-FRANÇOIS PRAT

Membre du Conseil de l'Ordre
ROBERT SAINT-ESTEBEN
RENAUD STREICHENBERGER
RICHARD SCHEPARD*
CLAUDE BENDEL
DIDIER MARTIN
EDOUARD SICOT
SYLVIE MORABIA
ELENA BAXTER*
LOUIS CHRISTOPHE DELANOY
PHILIPPE BEURIER
MARIA RUEGG*
ERIC DEZEUZE
HUGUES CALVET
SÉBASTIEN PRAT
TIM PORTWOOD**
OLIVIER ASSANT
EMMANUEL MASSET
PATRICK DZIEWOLSKI
JOSÉ MARIA PÉREZ
YVES RUTSCHMANN
JEAN-DANIEL BRETZNER
FLORIAN BOUAZIZ
SÉBASTIEN DE MONÉS
NICOLAS LAURENT
BENJAMIN KANOVITCH*

Avocats à la Cour Associés

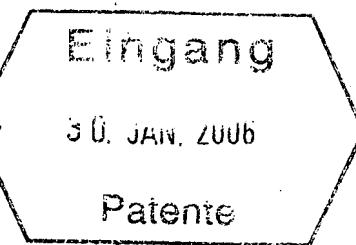
*also Member of New York Bar

**also Barrister of England and Wales

MARC PITTIE

Avocat au Barreau de Bruxelles Associé

Bureau de Bruxelles



EXHIBIT

C

Mr. Klaus Hemmelmann
European Patent Attorney
Intellectual Property Manager

And

Ms. Martina Tiedemann
Patent Department

Johnson Controls GmbH
Europa-Zentrale
Industriestraße 20-30
51399 Burschied
Germany

January 26, 2006

Dear Sirs:

I am the attorney for Mr. Atanas Salabaschew and am replying to your two letters to him as follows:

- Letter dated November 10, 2005 (in German)
- Letter dated December 14, 2005 (in English).

First, let me state that in respect of the patent matters indicated in your two letters, Mr. Salabaschew is perfectly prepared to be agreeable to and cooperate in any reasonable manner with JCI.

However, Mr. Salabaschew considers that, in the context of cooperating in a reasonable manner with JCI, he should not incur any risk (even potential), nor give any guarantees or warranties.

Consequently, I suggest that if you wish to obtain Mr. Salabashew's signature in connection with such patents, you proceed as follows:

- (i) Since unfortunately I do not speak German, all documents need to be in English (or if a document in German is required for filing with the local authorities, it should kindly be accompanied by a certified translation into English);

(i) Any transfer documents should, in order to be reasonable in Mr. Salabaschew's view, be drafted to comply with the following principles:

- a specific statement that Mr. Salabaschew gives no warranties or guarantees in connection with the transfer (this is known as a transfer on a "quit-claim basis");
- an indemnification undertaking from JCI to Mr. Salabaschew for all costs and liability in the event that any claims or actions are ever brought against him (either by JCI or a third party) in connection with such patents and transfer;
- in the event that after the signature of the initial transfer documents any signature of additional documents is requested by JCI (this seems to be provided for in the documents which you sent over), Mr. Salabaschew reserves the right in his reasonable discretion to review any such additional documents and to decide whether he shall or shall not sign same, it being understood that any such additional documents should reiterate the "quit claim" basis of his signature in the event that he decides to sign and also should include the aforesaid indemnification undertaking.

(iii) Kindly also forward to me a copy of the relevant patent filings showing that Mr. Salabaschew is listed as an "inventor"

If you wish to proceed as per the above, I would suggest that you forward to me at your convenience a first draft of an agreement including the above and I will then promptly revert back to you.

Please do not hesitate to contact me either by phone or email if you have any questions or comments.

Yours sincerely,

Richard Schepard

Cc: Atanas Salabaschew



BREDIN PRAT
Attn. Mr. Richard Schepard
130, rue du FBG Saint-Honoré

75008 Paris

Frankreich / France

Ihr Zeichen	Ihre Nachricht vom	Telefon	Datum
		+49 2174 65 - 49 67	November 17, 2006

Prosecution of national phase of international patent application
PCT/EP2004/006050 - „Linear Indicator“ in the United States of America

Your Ref : -
Our Ref : BO159/US

Dear Sirs,

With letter as of December 14, 2005 we have asked Mr. Salabaschew to sign two formal documents required for prosecution of the above referenced patent application before the United States Patent and Trademark Office USPTO.

Mr. Schepard, introducing himself as Mr. Salabaschew's attorney, replied to our request with letter as of January 26, 2006, stating that requested signatures could not be obtained unless further declarations would be given by JCI to Mr. Salabaschew, those declarations including total freedom from warranties or guarantees as well as indemnification for all liability possibly ever brought against Mr. Salabaschew.

Referring to this statement, we would like to point out that we had asked Mr. Salabaschew for cooperation in respect to his function as being coinventor on the invention having caused above mentioned patent application, whereas all rights for worldwide exploitation of this invention, including filing patent applications, in our understanding belong to the applicant 'Borg Instruments AG' as named in the PCT application, this firm being a subsidiary of JCI.

With our request, we were not referring to whatever other contractual relationship between Mr. Salabaschew and JCI may be or have been in place and which Mr. Salabaschew may regard as being relevant in respect to this matter. We are not

aware of any agreement stating or suggesting that the applicant mentioned above may not be entitled to pursue patent applications relating to the invention in any country of his choice, worldwide.

Thus we would like to ask for your understanding that we tend to regard such preconditional demands, before Mr. Salabaschew's signatures could be obtained, as inappropriate.

Consequently, we herewith renew our request to Mr. Salabaschew to be so kind as to support us in fulfilling the formal requirements imposed to us by USPTO, this including availability of above mentioned formal documents, i.e. signed (1) Assignment and (2) Declaration And Power Of Attorney.

For your convenience, we have attached those documents one more time, as well as copies of preliminary amendment and substitute specification for the ongoing U.S. patent application.

Given the case that no response to this letter reaches us until December 15, 2006, we will interpret that as a refusal to sign under 37 CFR 1.47 and 35 USC 118.

Appropriate petition to further prosecution of the patent application will be filed with the USPTO then.

With Kind Regards
Johnson Controls GmbH

Klaus Hemmelmann
European Patent Attorney
Manager Patent Department

Thomas Christophe
Patent Department

Attachments :

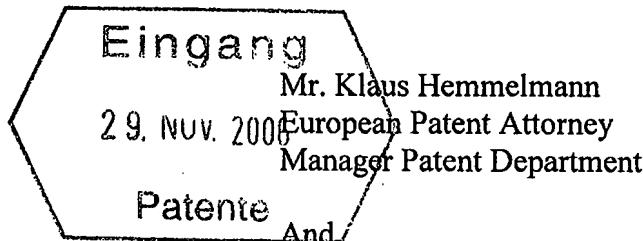
Assignment
Declaration And Power Of Attorney
Preliminary Amendment
Substitute Specification

JÉAN-DENIS BREDIN
 JEAN-FRANÇOIS PRAT
 ROBERT SAINT-ESTEBEN
 RENAUD STREICHENBERGER
 RICHARD SCHEPARD*
 CLAUDE BENDEL
 DIDIER MARTIN
 EDOUARD SICOT
 SYLVIE MORABIA
 ELENA BAXTER*
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 MARIA RUEGG*
 ERIC DEZEUZE
 HUGUES CALVET
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 TIM PORTWOOD**
 OLIVIER ASSANT
 EMMANUEL MASSET
 PATRICK DZIEWOLSKI
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 MARC PITTIE***
 YVES RUTSCHMANN
 JEAN-DANIEL BRETZNER
 FLORIAN BOUAZIZ
 SÉBASTIEN DE MONÈS
 NICOLAS LAURENT
 BENJAMIN KANOVITCH*
 ALEXANDER BLACKBURN****
 ERIC GRANGEON
 BRIGITTE LECLERC
 AVOCATS À LA COUR ASSOCIÉS
 YVES-CHARLES ZIMMERMANN
 COUNSEL



130, RUE DU FBG SAINT-HONORÉ
 75008 PARIS
 TÉL : 33 (0)1 44 35 35 35
 FAX : 33 (0)1 42 89 10 73

118, AVENUE DE CORTENBERGH
 1000 BRUXELLES
 TÉL : 32 (0)2 639 27 10
 FAX : 32 (0)2 646 03 11



Mr. Thomas Christophe
 Patent Department

Johnson Controls GmbH Europa-Zentrale
 Industriestraße 20-30 51399 Burschied
 Germany

November 27, 2006

* also Member of the New York Bar
 ** also Barrister of England and Wales
 *** Avocat au Barreau de Bruxelles
 **** also Solicitor of England and Wales

Your ref: BO159/US-
 Prosecution of national phase of international patent application
 PCT/EP20041006050-
 "Linear Indicator" in the United States of America

Reg. von ATI

Dear Sirs:

I am in receipt of your letter of November 17th and have given a copy to my client, Mr. Atanas Salabaschew.

Mr. Salabaschew wishes to reconfirm that he is perfectly prepared to sign the documents you are asking him to sign in connection with proceedings at the U.S. Patent Office subject to the confirmations by JCI as set forth in my letter to you dated January 26, 2006 (i.e. no warranties or guarantees in connection with this transfer and an indemnification for all costs and liability in the event that any claims or actions are ever brought against Mr. Salabaschew either by JCI or a third party in connection with such patents and transfer).

Please note that such requests are not at all related to Mr. Salabaschew's prior dealings with JCI, but rather are general precautions that are totally reasonable under the circumstances.

You are of course perfectly free, upon the receipt of this letter, to proceed in any manner you may decide, it being nonetheless confirmed by Mr. Salabaschew that he wishes it to be expressly noted and made known to the relevant authorities that he is totally willing to cooperate with JCI on this request subject to his receiving the appropriate reasonable legal assurances indicated above.

I further wish to point out that I personally know your legal advisors in Washington, Foley & Lardner (Howard Fogt Esq.), quite well and I am sure that we could easily work out a short and reasonable "no warranty/indemnification" agreement.

I remain at your disposition.

Yours sincerely,



Richard Schepard

cc. Atanas Salabaschew

* * * COMMUNICATION RESULT REPORT (MAR. 1. 2007 8:59AM) * * *

TTI 4143197194

FILE MODE	OPTION	ADDRESS (GROUP)	RESULT	PAGE
1269 MEMORY TX		G3-F :*9347#026032#4983#01133142891 OK 073# G3-F :0113226460311#	OK	14/14 14/14

REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-3) NO ANSWER

E-2) BUSY
E-4) NO FACSIMILE CONNECTION

FOLEY
FOLEY & LARDNER LLP

ATTORNEYS AT LAW
777 EAST WISCONSIN AVENUE
MILWAUKEE, WI 53202-5306
TELEPHONE: 414.271.2400
FACSIMILE: 414.297.4900
WWW.FOLEY.COM

FACSIMILE TRANSMISSION**Total # of Pages (including this page)****14**

TO:	PHONE #:	FAX #:
Richard Schepard Bredin Prat (Paris)	33 (0) 44 35 35 35	33 (0) 42 89 10 73
Richard Schepard Bredin Prat (Bruxelles)	32 (0) 2 39 27 10	32 (0) 2 646 03 11

From : Kristy J. Downing

Email Address : kdowning@foley.com

Sender's Direct Dial : 414.297.5576

Date : February 28, 2007

Client/Matter No : 026032-4983

EXHIBIT**F**



FOLEY & LARDNER LLP

ATTORNEYS AT LAW

777 EAST WISCONSIN AVENUE
MILWAUKEE, WI 53202-5306
TELEPHONE: 414.271.2400
FACSIMILE: 414.297.4900
WWW.FOLEY.COM

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14

TO:	PHONE #:	FAX #:
Richard Schepard Bredin Prat (Paris)	33 (0) 44 35 35 35	33 (0) 42 89 10 73
Richard Schepard Bredin Prat (Bruxelles)	32 (0) 2 39 27 10	32 (0) 2 646 03 11

From : Kristy J. Downing

Email Address : kdowning@foley.com

Sender's Direct Dial : 414.297.5576

Date : February 28, 2007

Client/Matter No : 026032-4983

User ID No : 9347

MESSAGE:

If there are any problems with this transmission or if you have not received all of the pages, please call 414.297.5444.

Operator:	Time Sent:	Return Original To:
		Catherine A. Cusick

CONFIDENTIALITY NOTICE: THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION, AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR ANY AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US BY MAIL. THANK YOU.



FOLEY & LARDNER LLP

ATTORNEYS AT LAW
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MILWAUKEE, WISCONSIN 53202-5306
414.271.2400 TEL
414.297.4900 FAX
www.foley.com

WRITER'S DIRECT LINE
414.297.5576
kdowning@foley.com EMAIL

CLIENT/MATTER NUMBER
026032-4983

February 28, 2007

Richard Schepard

Bredin Prat
130, Rue De Fbg Saint-Honoré
75008 Paris
Tel: 33 (0)1 44 35 35 35
Fax: 33 (0)1 42 89 10 73

Bredin Prat
118, Avenue de Cortenbergh
1000 Bruxelles
Tel: 32 (0) 2 639 27 10
Fax: 32 (0) 2 646 03 11

Re: U.S. Patent Application No.: 10/559,492
Filing Date: 06/05/2003
Title: Linear Indicator
Inventor(s): Wolfgang, Z.; Salabaschew, A.
Our Ref.: 026032-4983

Mr. Schepard:

We represent Johnson Controls, Inc. (JCI) in patent and related matters.

Provided with this fax is the indemnification agreement you requested so that your client, Mr. Salabaschew, may endorse the formal papers and assignment for this patent application. Included with this fax are the requested documents and your letters of January 26, 2006 and November 27, 2006 to Mr. Thomas Christophel and Mr. Klaus Hemmelmann of JCI.

You have also requested information verifying that Mr. Salabaschew is a named inventor for U.S. Application 10/559,492. We are also including the first page of PCT Application No. PCT/EP2004/006050 of which the above-reference U.S. Application (10/559,492) claims the benefit. The PCT Application shows that Mr. Salabaschew is listed as an inventor.

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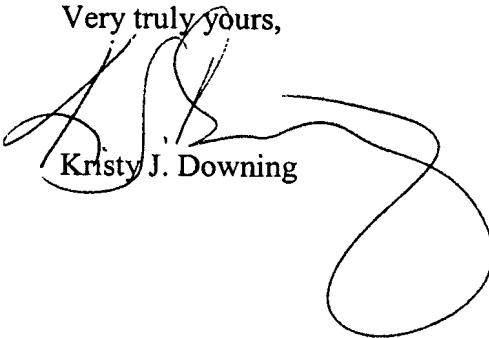
Mr. Schepard
February 28, 2007
Page 2

The Declaration/Power of Attorney and Assignment Agreement are enclosed. Please have Mr. Salabaschew read, sign, and date the Declaration/Power of Attorney form and the Assignment Agreement. The Declaration/Power of Attorney is a standard form required by the U.S. Patent & Trademark Office wherein the inventor must make the averments therefrom.

We would like to file the endorse documents with the U.S. PTO by Monday, March 5, 2007 if at all possible. After the formal papers have been executed, fax the fully executed formal papers to me as soon as possible. My fax is U.S.A. 1.414.297.4900.

If you have any questions or comments regarding the enclosed, please do not hesitate to contact me.

Very truly yours,


Kristy J. Downing

Enclosure(s)

cc: Thomas Christophel
Klaus Hemmelmann
Barry L. Grossman
M. Michelle Kile

AGREEMENT

This Agreement, effective the first day of March, 2007, is made and entered into by and between Johnson Controls, Inc. on behalf of itself, its subsidiaries, and affiliates (collectively, "JCI") and Mr. Atanas Salabaschew, and individual ("Salabaschew").

Recitals

Whereas, Salabaschew is a named inventor on German patent application No. 103 25 793.4, filed on June 5, 2003, for a Linear Indicator, and assigned to Borg Instruments AG, a division of JCI;

Whereas, a patent application submitted under the Patent Cooperation Treaty ("PCT) corresponding to the German application was filed on June 4, 2004 and assigned PCT International Application Number PCT/EP2004/006050; and

Whereas, a United States patent application claiming the priority filing date of the German patent application and the PCT application has been filed and assigned U.S. Patent Application Number 10/559,492;

Whereas Salabaschew acknowledges a legal obligation to assign his rights as an inventor to Borg Instruments AG and is willing to sign all legal instruments required to perfect the filing of the U.S. patent application and all other related applications;

Whereas, Salabaschew seeks reasonable limits on any warranties he may provide and on any risk he may incur as a result of signing legal instruments involved with the patent application process; and

Whereas, JCI is willing to provide such limits on warranties and risk;

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, JCI and Salabaschew hereby agree as follows:

1. **Agreement to Sign.** Salabaschew agrees to sign a Declaration and Power of Attorney and an Assignment contemporaneously with signing this Agreement. Salabaschew agrees that the Assignment document will transfer to Borg Instruments AG whatever right, title, and interest that Salabaschew may have, if any, in the invention disclosed and claimed in the German patent application, the PCT application, the U.S. patent application referred to in the Whereas clauses of this Agreement, and any patent applications that claim the priority date of these applications, and that Salabaschew will have no further rights in the invention, the applications, or the resulting patents. Salabaschew also agrees to sign other documents from time to time that are required or helpful to patent application process in seeking patents on the invention described in the patent applications referred to in this Agreement.

2. **No Warranties By Salabaschew.** In signing any documents, it is understood by JCI that Salabaschew is not making any representation or warranty as to the patentability of his invention or any representation or warranty regarding the fitness of the invention for a particular purpose, and that all documents to be signed by Salabaschew in connection with the patent application process will be signed on a "quit claim" basis, transferring only whatever rights Salabaschew may have to transfer, without any warranty that he has rights.

3. **Indemnification by JCI.** JCI agrees to indemnify Salabaschew against any liability related to the patent applications or any resulting patents, including any special, consequential, indirect, or incidental damages, however caused, on any theory of liability.

4. **Additional Documents.** Any additional documents required to be signed by Salabaschew in accordance with Paragraph 1 of this Agreement shall be governed by this Agreement and the provisions of Paragraphs 2 and 3 of this Agreement shall apply to all such additional documents.

5. **Applicable Law.** This Agreement shall be governed by the law of the United States of America.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement intending to be legally bound to their respective promises and obligations effective as of the date first written above.

Johnson Controls, Inc.

Atanas Salabaschew

By: _____

By: _____

Name and Signature of Witnesses

NAME: _____ SIGNATURE: _____ DATE: _____

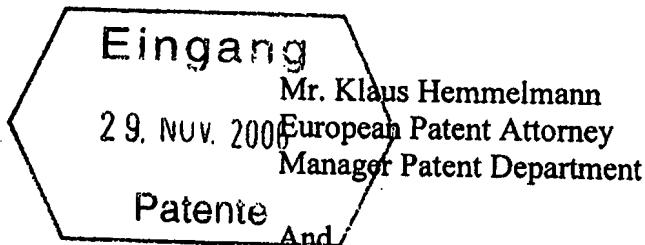
NAME: _____ SIGNATURE: _____ DATE: _____

BREDIN PRAT

JÉAN-DENIS BREDIN
JEAN-FRANÇOIS PRAT
ROBERT SAINT-ESTEBEN
RENAUD STREICHENBERGER
RICHARD SCHÉPARD*
CLAUDE BENDEL
DIDIER MARTIN
EDOUARD SICOT
SYLVIE MORABIA
ELENA BAXTER*
LOUIS CHRISTOPHE DELANOY
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MARIA RUEGG*
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HUGUES CALVET
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PATRICK DZIEWOLSKI
JOSÉ MARÍA PÉREZ
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YVES RUTSCHMANN
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NICOLAS LAURENT
BENJAMIN KANOVITCH*
ALEXANDER BLACKBURN****
ERIC GRANGEON
BRIGITTE LECLERC
AVOCATS À LA COUR ASSOCIÉS
YVES-CHARLES ZIMMERMANN
COUNSEL

130, RUE DU FBG SAINT-HONORÉ
75008 PARIS
TEL : 33 (0)1 44 35 35 35
FAX : 33 (0)1 42 89 10 73

118, AVENUE DE CORTENBERGH
1000 BRUXELLES
TEL : 32 (0)2 639 27 10
FAX : 32 (0)2 646 03 11



Mr. Thomas Christophe
Patent Department

Johnson Controls GmbH Europa-Zentrale
Industriestraße 20-30 51399 Burschid
Germany

November 27, 2006

* also Member of the New York Bar
** also Barrister of England and Wales
*** Avocat au Barreau de Bruxelles
**** also Solicitor of England and Wales

Your ref: BO159/US-
Prosecution of national phase of international patent application
PCT/EP20041006050-
"Linear Indicator" in the United States of America

Reg. von CTI

Dear Sirs:

I am in receipt of your letter of November 17th and have given a copy to my client, Mr. Atanas Salabaschew.

Mr. Salabaschew wishes to reconfirm that he is perfectly prepared to sign the documents you are asking him to sign in connection with proceedings at the U.S. Patent Office subject to the confirmations by JCI as set forth in my letter to you dated January 26, 2006 (i.e. no warranties or guarantees in connection with this transfer and an indemnification for all costs and liability in the event that any claims or actions are ever brought against Mr. Salabaschew either by JCI or a third party in connection with such patents and transfer).

Please note that such requests are not at all related to Mr. Salabaschew's prior dealings with JCI, but rather are general precautions that are totally reasonable under the circumstances.

You are of course perfectly free, upon the receipt of this letter, to proceed in any manner you may decide, it being nonetheless confirmed by Mr. Salabaschew that he wishes it to be expressly noted and made known to the relevant authorities that he is totally willing to cooperate with JCI on this request subject to his receiving the appropriate reasonable legal assurances indicated above.

I further wish to point out that I personally know your legal advisors in Washington, Foley & Lardner (Howard Fogt Esq.), quite well and I am sure that we could easily work out a short and reasonable "no warranty/indemnification" agreement.

I remain at your disposition.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Richard Schepard".

Richard Schepard

cc. Atanas Salabaschew

(12) NACH DEM VERTRAG ÜBER DIE INTERNATIONALE ZUSAMMENARBEIT AUF DEM GEBIET DES
PATENTWESENS (PCT) VERÖFFENTLICHTE INTERNATIONALE ANMELDUNG

(19) Weltorganisation für geistiges Eigentum
Internationales Büro



(43) Internationales Veröffentlichungsdatum
16. Dezember 2004 (16.12.2004)

PCT

(10) Internationale Veröffentlichungsnummer
WO 2004/109233 A2

(51) Internationale Patentklassifikation⁷:

G01D

SALABASCHEW, Atanas [FR/FR]; 20, avenue du Square, F-75016 Paris (FR).

(21) Internationales Aktenzeichen: PCT/EP2004/006050

(74) Anwalt: HEMMELMANN, Klaus; Johnson Controls GmbH, Industriestrasse 20-30, 51399 Burscheid (DE).

(22) Internationales Anmeldedatum:
4. Juni 2004 (04.06.2004)

(81) Bestimmungsstaaten (soweit nicht anders angegeben, für jede verfügbare nationale Schutzrechtsart): AE, AG, AL, AM, AT, AU, AZ, BA, BB, BG, BR, BW, BY, BZ, CA, CH, CN, CO, CR, CU, CZ, DK, DM, DZ, EC, EE, EG, ES, FI, GB, GD, GE, GH, GM, HR, HU, ID, IL, IN, IS, JP, KE, KG, KP, KR, KZ, LC, LK, LR, LS, LT, LU, LV, MA, MD, MG, MK, MN, MW, MX, MZ, NA, NI, NO, NZ, OM, PG, PH, PL, PT, RO, RU, SC, SD, SE, SG, SK, SL, SY, TJ, TM, TN, TR, TT, TZ, UA, UG, US, UZ, VC, VN, YU, ZA, ZM, ZW.

(25) Einreichungssprache:

Deutsch

(26) Veröffentlichungssprache:

Deutsch

(30) Angaben zur Priorität:

103 25 793.4 5. Juni 2003 (05.06.2003) DE

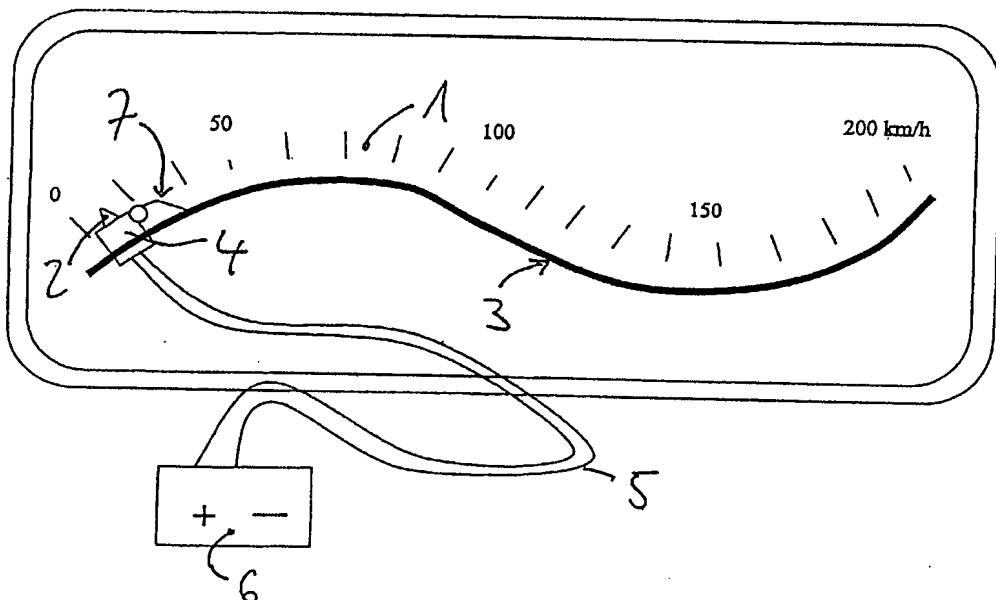
(71) Anmelder (für alle Bestimmungsstaaten mit Ausnahme von US): BORG INSTRUMENTS AG [DE/DE]; Benzstrasse 6, 75196 Remchingen (DE).

(84) Bestimmungsstaaten (soweit nicht anders angegeben, für jede verfügbare regionale Schutzrechtsart): ARIPO (BW,

[Fortsetzung auf der nächsten Seite]

(54) Title: LINEAR INDICATOR

(54) Bezeichnung: LINEARZEIGER



(57) Abstract: The invention relates to an analogue indicator instrument, in particular for use in instrument panels of motor vehicles. Said instrument comprises an indicator (2) that can be displaced in front of a graduated scale (1) and a guide (3) in the form of a straight line or curve. The indicator (2) can be displaced backwards and forwards in a linear manner along the guide (3) by an electric drive (4). Said indicator (2) is located on a carriage that is displaced in a forced manner along the guide (3), said displacement being effected by the drive (4), which is likewise positioned on the carriage (8).

[Fortsetzung auf der nächsten Seite]

WO 2004/109233 A2

DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I HEREBY DECLARE:

THAT my residence, post office address, and citizenship are as stated below next to my name;

THAT I believe I am the original, first, and sole inventor (if only one inventor is named below) or an original, first, and joint inventor (if plural inventors are named below or in an attached Declaration) of the subject matter which is claimed and for which a patent is sought on the invention entitled

Linear Indicator

the specification of which (check one)

is attached hereto.

was filed on June 4, 2004 as United States Application Number or PCT International Application Number PCT/EP2004/006050 and was amended on _____ (if applicable).

THAT I do not know and do not believe that the same invention was ever known or used by others in the United States of America, or was patented or described in any printed publication in any country, before I (we) invented it;

THAT I do not know and do not believe that the same invention was patented or described in any printed publication in any country, or in public use or on sale in the United States of America, for more than one year prior to the filing date of this United States application;

THAT I do not know and do not believe that the same invention was first patented or made the subject of an inventor's certificate that issued in any country foreign to the United States of America before the filing date of this United States application if the foreign application was filed by me (us), or by my (our) legal representatives or assigns, more than twelve months (six months for design patents) prior to the filing date of this United States application;

THAT I have reviewed and understand the contents of the above-identified specification, including the claim(s), as amended by any amendment specifically referred to above;

THAT I believe that the above-identified specification contains a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with

which it is most nearly connected, to make and use the invention, and sets forth the best mode contemplated by me of carrying out the invention; and

THAT I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, §1.56.

I HEREBY CLAIM foreign priority benefits under Title 35, United States Code §119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or §365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below any foreign application for patent or inventor's certificate or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number	Country	Foreign Filing Date	Priority Claimed?	Certified Copy Attached?
103 25 793.4	DE	June 5, 2003	Y	

I HEREBY CLAIM the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below.

U.S. Provisional Application Number	Filing Date

I HEREBY CLAIM the benefit under Title 35, United States Code, §120 of any United States application(s), or § 365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

U.S. Parent Application Number	PCT Parent Application Number	Parent Filing Date	Parent Patent Number

I HEREBY APPOINT the registered attorneys and agents at Customer Number

26371

to have full power to prosecute this application and any continuations, divisions, reissues, and reexaminations thereof, to receive the patent, and to transact all business in the United States Patent and Trademark Office connected therewith.

I request that all correspondence be directed to:

FOLEY & LARDNER LLP
Customer Number: 26371

Telephone: (414) 297-5776
Facsimile: (414) 297-4900

I UNDERSTAND AND AGREE THAT the foregoing attorneys and agents appointed by me to prosecute this application do not personally represent me or my legal interests, but instead represent the interests of the legal owner(s) of the invention described in this application.

I FURTHER DECLARE THAT all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Name of first inventor	<u>ZIEGLER, Wolfgang</u>
Residence	<u>Germany</u>
Citizenship	<u>German</u>
Post Office Address	<u>Unterer Grabenacker 4, 76307 Karlsbad</u>
Inventor's signature	<u>W. Ziegler</u>
Date	<u>10.4.2006 12/18/2005</u>

Name of second inventor	SALABASCHEW, Atanas
Residence	France
Citizenship	French
Post Office Address	20, Avenue du Square, 75016 Paris
Inventor's signature	
Date	

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Borg Instruments AG
Benzstraße 6
D-75196 Remchingen
Germany

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions in and to this invention relating to

LINEAR INDICATOR

as set forth in this United States Patent Application

Check executed concurrently herewith
one executed on _____
 Serial No. not yet available Filed _____
and

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by

ASSIGNEE, its successors and assigns, in any such proceeding in the United States; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

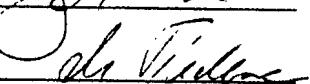
ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

NAME AND SIGNATURE OF INVENTOR

NAME: ZIEGLER, Wolfgang SIGNATURE:  DATE: 10.1.2006

NAME AND SIGNATURE OF WITNESSES

NAME: Gottschalk SIGNATURE:  DATE: 10.1.06

NAME: TIEDEMANN SIGNATURE:  DATE: 10.01.2006

NAME AND SIGNATURE OF INVENTOR

NAME: SALABASCHEW, Atanas SIGNATURE: _____ DATE: _____

NAME AND SIGNATURE OF WITNESSES

NAME: _____ SIGNATURE: _____ DATE: _____

NAME: _____ SIGNATURE: _____ DATE: _____

Note: *Prima facie* evidence of execution may optionally be obtained by execution before a U.S. Consul or before a local officer authorized to administer oaths whose authority is proved by a certificate from a U.S. Consul.

Downing, Kristy J.

EXHIBIT

G

From: richardschepard@bredinprat.com
Sent: Thursday, March 29, 2007 8:14 AM
To: Thomas.Christophel@jci.com
Cc: Downing, Kristy J.; salabaschew@attglobal.net
Subject: Réf. : Fw: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref BO159/US

Attachments: March 1, 2007 Fax to Mr. Schepard [026032-4983].pdf; Agreement Salabaschew 29 03 07.pdf

Dear Mr. Christophel,

I have received your email below late this morning and am, as you requested and on account of Mr. Salabaschew's and my own excellent relations with JCI, reacting immediately, since you have informed me that there is a filing deadline of early April.

I unfortunately never received, the fax dated February 28th from Kristy Downing from our good friends at Foley & Lardner in Milwaukee. I suspect that the problem was on our side, since my recollection is that we had trouble with our Paris fax machine at that time.

You will find attached hereto Kristy Downing's original draft of the draft Agreement which you are requesting Mr. Salabaschew to sign. I have made the following principal changes:

- addition of a proviso at the end of Para 1 the subject of which is self evident;
- some "technical" drafting changes in Para 2
- a substantially enlarged indemnification provision. Obviously, my client would not want to be taking any risks whatsoever nor have to expend any moneys whatsoever, and this is reflected in the revised draft of this Paragraph;
- a revised applicable law provision to make French law applicable and to grant exclusive jurisdiction in the event of a dispute to the French courts. Also as seems obvious, since my client is based in France, there is no reason for him to be required in connection with this Agreement to have to be involved in any litigation outside of his "home" country.

Mr. Salabaschew will be receiving a copy of this email together with my recommendation that if JCI is in agreement with the changes I am suggesting, that he should sign the Agreement and related documents and send them back directly to you. I obviously, however, cannot promise you that Mr. Salabaschew will agree with my recommendation. I myself am away all day tomorrow (Friday). I hope and trust that in order to meet your timing requirements, this can be "wrapped up" by Monday (when I will return to the office).

Assuming that Mr. Salabaschew is in agreement with my recommendation and that JCI is in agreement with the modifications I am suggesting to the Agreement, I suggest that you contact Mr. Salabaschew directly by email at the following email address to work out the signature etc details:

salabaschew@attglobal.net

Best regards
 Dick Schepard

Richard Schepard
Avocat a la Cour

Bredin Prat
130 rue du Faubourg Saint Honore
75008 Paris, France
Tel: 33 (0)1 44 35 35 11
Fax: 33 (0)1 43 59 70 01
email address: richardschepard@bredinprat.com
http://www.bredinprat.com/

Thomas.Christophel@jci.com

Pour : RichardSchepard@BredinPrat.com
29/03/2007 12:07 cc :
Objet : Fw: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref
BO159/US

Mr. Schepard,

Sorry for the inconvenience. Please find attached below what should have reached you weeks ago.

I expect to receive the signed version (Mr. Patzelt & Mr. Simon for JC) by mail today or tomorrow here at Burscheid.

Thank you,
Thomas Christophel

Telephone: +49 (0) 2174 / 65-4587 - Telefax: +49 (0) 2174 / 65-4862

Johnson Controls GmbH, Industriestrasse 20-30, D- 51399 Burscheid, Germany

Registergericht: Amtsgericht Köln, HRB 49198; Ust-ID Nummer: DE 811 826 278

Geschäftsführung: Beda Bolzenius, Giovanni Fiori, Stephen Alan Roell, Reiner Spatke

----- Forwarded by Thomas Christophel/EUR/Johnson_Controls on 29.03.2007 11:56 -----

KDowning@foley.com

01.03.2007 17:30 To **Klaus.Hemmelmann@jci.com**

cc **Thomas.Christophel@jci.com, BGrossman@foley.com, MKile@foley.com**

Subject **Indemnification Agreement for Inventor (Mr. Salabaschew) for U.S. Pat. App. No. 10/559,492 [F&L No. 026032-4983]**

Klaus:

We have sent Mr. Schepard (Mr. Salabaschew's attorney) the attached facsimile which includes the Indemnification Agreement that he requested. Hopefully we will hear from him soon.

We would also like to know who at JCI will be endorsing the indemnification agreement? We will plan to forward the Agreement endorsed by Mr. Salacaschew to them upon receipt.

If you have any questions please do not hesitate to ask.

Best regards,

Kristy J. Downing
Foley & Lardner, LLP
777 East Wisconsin Ave.
Milwaukee, WI 53202-5306
PH: (414) 297-5576
FAX: (414) 297-4900
kdowning@foley.com

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EXHIBIT

H

Downing, Kristy J.

From: Thomas.Christophel@jci.com
Sent: Thursday, March 29, 2007 10:03 AM
To: richardschepard@bredinprat.com; salabaschew@attglobal.net; Klaus.Hemmelmann@jci.com
Cc: Downing, Kristy J.
Subject: Re: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref BO159/US

Dear Mr. Schepard,
 Dear Mr. Salabaschew,

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As to my knowledge time limit for filing documents with USPTO being April 07 (Saturday next week), I estimate chances to be poor for an opportunity to include such amendments as proposed below by Mr. Schepard, then collecting signatures from JC Representatives one more time, forwarding paper original to you, in return receiving signed documents from Mr. Salabaschew as we have asked for in November 2006, then forwarding these to our U.S. lawfirm Foley & Lardner to enable them to file with USPTO in time.

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Mr. Salabaschew may or may not agree with the version as is.
 I would be delighted to be proven wrong, but currently I do not see any other way out.

Yours sincerely,
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Telephone: +49 (0) 2174 / 65-4587 - Telefax: +49 (0) 2174 / 65-4862

Johnson Controls GmbH, Industriestrasse 20-30, D- 51399 Burscheid, Germany

Registergericht: Amtsgericht Köln, HRB 49198; Ust-ID Nummer: DE 811 826 278

Geschäftsführung: Beda Bolzenius, Giovanni Fiori, Stephen Alan Roell, Reiner Spatke

richardschepard@bredinprat.com

29.03.2007 15:14

To Thomas.Christophel@jci.com

cc kdowning@foley.com, salabaschew@attglobal.net

Subject Réf. : Fw: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref BO159/US

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Best regards
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Richard Schepard
Avocat a la Cour

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130 rue du Faubourg Saint Honore
75008 Paris, France
Tel: 33 (0)1 44 35 35 11
Fax: 33 (0)1 43 59 70 01
email address: richardschepard@bredinprat.com
<http://www.bredinprat.com/>

Thomas.Christophe@jci.com

Pour : RichardSchepard@BredinPrat.com

29/03/2007 12:07

cc :
Objet : Fw: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref
BO159/US

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Registergericht: Amtsgericht Köln, HRB 49198; Ust-ID Nummer: DE 811 826 278

Geschäftsführung: Beda Bolzenius, Giovanni Fiori, Stephen Alan Roell, Reiner Spatke

----- Forwarded by Thomas Christophel/EUR/Johnson_Controls on 29.03.2007 11:56 -----

KDowning@foley.com

To Klaus.Hemmelmann@jci.com
01.03.2007 17:30
cc Thomas.Christophel@jci.com, BGrossman@foley.com, MKile@foley.com
Subject Indemnification Agreement for Inventor (Mr. Salabaschew) for U.S. Pat. App. No. 10/559,492 [F&L No. 026032-4983]

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[attachment "March 1, 2007 Fax to Mr. Schepard [026032-4983].pdf" deleted by Thomas Christophel/EUR/Johnson_Controls]

[attachment "Agreement Salabaschew 29 03 07.pdf" deleted by Thomas Christophel/EUR/Johnson_Controls]

EXHIBIT

I

Downing, Kristy J.

From: richardschepard@bredinprat.com
Sent: Thursday, March 29, 2007 10:06 AM
To: Thomas.Christophel@jci.com
Cc: Downing, Kristy J.; Klaus.Hemmelmann@jci.com; salabaschew@attglobal.net
Subject: Réf. : Re: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref BO159/US

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It's really your decision and entirely up to you.

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 Avocat a la Cour

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 130 rue du Faubourg Saint Honore
 75008 Paris, France
 Tel: 33 (0)1 44 35 35 11
 Fax: 33 (0)1 43 59 70 01
 email address: richardschepard@bredinprat.com
<http://www.bredinprat.com/>

Thomas.Christophel@jci.com

29/03/2007 17:02

Pour : richardschepard@bredinprat.com, salabaschew@attglobal.net, Klaus.Hemmelmann@jci.com

cc : kdowning@foley.com

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Registergericht: Amtsgericht Köln, HRB 49198; Ust-ID Nummer: DE 811 826 278

Geschäftsführung: Beda Bolzenius, Giovanni Fiori, Stephen Alan Roell, Reiner Spatke

richardschepard@bredinprat.com

To Thomas.Christophe@jci.com

29.03.2007 15:14

cc kdowning@foley.com, salabaschew@attglobal.net

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email address: richardschepard@bredinprat.com
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Thomas.Christophel@jci.com Pour : **RichardSchepard@BredinPrat.com**
29/03/2007 12:07 cc :
Objet : **Fw: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref BO159/US**

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Registergericht: Amtsgericht Köln, HRB 49198; Ust-ID Nummer: DE 811 826 278

Geschäftsführung: Beda Bolzenius, Giovanni Fiori, Stephen Alan Roell, Reiner Spatke

----- Forwarded by Thomas Christophe/EUR/Johnson_Controls on 29.03.2007 11:56 -----

KDowning@foley.com

To Klaus.Hemmelmann@jci.com

01.03.2007 17:30

cc Thomas.Christophe@jci.com, BGrossman@foley.com, MKile@foley.com

Subject Indemnification Agreement for Inventor (Mr. Salabaschew) for U.S. Pat. App. No. 10/559,492 [F&L No. 026032-4983]

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[attachment "Agreement Salabaschew 29 03 07.pdf" deleted by Thomas Christophe/EUR/Johnson_Controls]

EXHIBIT

J

Downing, Kristy J.

From: Thomas.Christophel@jci.com
Sent: Friday, March 30, 2007 12:53 AM
To: salabaschew@attglobal.net; richardschepard@bredinprat.com; Downing, Kristy J.
Cc: Klaus.Hemmelmann@jci.com
Subject: Re: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref BO159/US

Dear Mr. Salabaschew,

In making reference to our letter from November 17, 2006 to you as well as the efforts being taken from our side to fulfil your request directed to receiving an indemnification declaration which have been taken as an act of good will but are not necessary, we herewith respectfully invite you to sign the attachments as provided with our letter mentioned above.

Furthermore, we kindly ask you to send these signed papers directly to our U.S. lawfirm Foley & Larndner, address of which as well as contact person data (Kristy J. Downing) is given below.

Kristy,

My request to you is to wait until the last possible moment whether or not you receive the documents from Mr. Salabaschew, then to act accordingly before the USPTO, referring to 37 CFR 1.47 and 35 USC 118, if necessary.

Thank you,
 Thomas Christophel

Telephone: +49 (0) 2174 / 65-4587 - Telefax: +49 (0) 2174 / 65-4862

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Geschäftsführung: Beda Bolzenius, Giovanni Fiori, Stephen Alan Roell, Reiner Spatke

richardschepard@bredinprat.com

29.03.2007 17:05

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cc kdowning@foley.com, Klaus.Hemmelmann@jci.com,
 salabaschew@attglobal.net

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Thomas.Christophel@ici.com

Pour : richardschepard@bredinprat.com, salabaschew@attglobal.net, Klaus.Hemmelmann@jci.com

29/03/2007 17:02

cc : kdowling@foley.com

Objet : Re: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref 154/15

BU159/US

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29.03.2007 15:14

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Avocat a la Cour

Bredin Prat
130 rue du Faubourg Saint Honore
75008 Paris, France
Tel: 33 (0)1 44 35 35 11
Fax: 33 (0)1 43 59 70 01
email address: richardschepard@bredinprat.com

Envoyer par mon terminal BlackBerry

----- Original Message -----

From: Thomas.Christophel
Sent: 30/03/2007 07:53
To: salabaschew@attglobal.net
Cc: Klaus.Hemmelmann@jci.com
Subject: Re: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref BO159/US

Dear Mr. Salabaschew,

In making reference to our letter from November 17, 2006 to you as well as the efforts being taken from our side to fulfil your request directed to receiving an indemnification declaration which have been taken as an act of good will but are not necessary, we herewith respectfully invite you to sign the attachments as provided with our letter mentioned above.

Furthermore, we kindly ask you to send these signed papers directly to our U.S. lawfirm Foley & Larndner, adress of which as well as contact person data (Kristy J. Downing) is given below.

Kristy,

My request to you is to wait until the last possible moment whether or not you receive the documents from Mr. Salabaschew, then to act accordingly before the USPTO, referring to 37 CFR 1.47 and 35 USC 118, if necessary.

Thank you,
Thomas Christophel

Telephone: +49 (0) 2174 / 65-4587 - Telefax: +49 (0) 2174 / 65-4862

Johnson Controls GmbH, Industriestrasse 20-30, D- 51399 Burscheid, Germany

Registergericht: Amtsgericht Köln, HRB 49198; Ust-ID Nummer: DE 811 826 278

Geschäftsführung: Beda Bolzenius, Giovanni Fiori, Stephen Alan Roell, Reiner Spatke

richardschepard@bredinprat.com

29.03.2007 17:05

To Thomas.Christophel@jci.com

cc kdowning@foley.com, Klaus.Hemmelmann@jci.com,
salabaschew@attglobal.net

Subject Réf. : Re: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref BO159/US

I would be glad to recommend to Mr. Salabaschew (subject to his final decision) that upon your confirmation to me by email that JCI agrees with the revised agreement as I sent it to you earlier today and undertakes to promptly sign it, for Mr. Salabaschew to sign the documents you wish him to sign for filing with the Patent Office even without awaiting receiving from JCI the fully signed revised form agreement. In other words, we trust JCI.

It's really your decision and entirely up to you.

Best regards

Richard Schepard
Avocat a la Cour

Bredin Prat
130 rue du Faubourg Saint Honore
75008 Paris, France
Tel: 33 (0)1 44 35 35 11
Fax: 33 (0)1 43 59 70 01
email address: richardschepard@bredinprat.com
<http://www.bredinprat.com/>

Thomas.Christophel@jci.com

29/03/2007 17:02

Pour : richardschepard@bredinprat.com, salabaschew@attglobal.net, Klaus.Hemmelmann@jci.com
cc : kdowning@foley.com
Objet : Re: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref
BO159/US

Dear Mr. Schepard,
Dear Mr. Salabaschew,

Please consider that signed version of the document as drafted one month ago has been sent to Paris office of Bredin Prat this afternoon, meaning it should arrive there by tomorrow morning.

As to my knowledge time limit for filing documents with USPTO being April 07 (Saturday next week), I estimate chances to be poor for an opportunity to include such amendments as proposed below by Mr. Schepard, then collecting signatures from JC Representatives one more time, forwarding paper original to you, in return receiving signed documents from Mr. Salabaschew as we have asked for in November 2006, then forwarding these to our U.S. lawfirm Foley & Lardner to enable them to file with USPTO in time.

Taking this into account, I am deeply sorry to tell that, from my point of view, there are these two options only :
Mr. Salabaschew may or may not agree with the version as is.
I would be delighted to be proven wrong, but currently I do not see any other way out.

Yours sincerely,
Thomas Christophe

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Registergericht: Amtsgericht Köln, HRB 49198; Ust-ID Nummer: DE 811 826 278

Geschäftsführung: Beda Bolzenius, Giovanni Fiori, Stephen Alan Roell, Reiner Spatke

richardschepard@bredinprat.com

29.03.2007 15:14

To Thomas.Christophe@jci.com
cc kdowning@foley.com, salabaschew@attglobal.net
Subject Réf. : Fw: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref BO159/US

Dear Mr. Christophel,

I have received your email below late this morning and am, as you requested and on account of Mr. Salabaschew's and my own excellent relations with JCI, reacting immediately, since you have informed me that there is a filing deadline of early April.

I unfortunately never received, the fax dated February 28th from Kristy Downing from our good friends at Foley & Lardner in Milwaukee. I suspect that the problem was on our side, since my recollection is that we had trouble with our Paris fax machine at that time.

You will find attached hereto Kristy Downing's original draft of the draft Agreement which you are requesting Mr. Salabaschew to sign. I have made the following principal changes:

- addition of a proviso at the end of Para 1 the subject of which is self evident;
- some "technical" drafting changes in Para 2
- a substantially enlarged indemnification provision. Obviously, my client would not want to be taking any risks whatsoever nor have to expend any moneys whatsoever, and this is reflected in the revised draft of this Paragraph;
- a revised applicable law provision to make French law applicable and to grant exclusive jurisdiction in the event of a dispute to the French courts. Also as seems obvious, since my client is based in France, there is no reason for him to be required in connection with this Agreement to have to be involved in any litigation outside of his "home" country.

Mr. Salabaschew will be receiving a copy of this email together with my recommendation that if JCI is in agreement with the changes I am suggesting, that he should sign the Agreement and related documents and send them back directly to you. I obviously, however, cannot promise you that Mr. Salabaschew will agree with my recommendation. I myself am away all day tomorrow (Friday). I hope and trust that in order to meet your timing requirements, this can be "wrapped up" by Monday (when I will return to the office).

Assuming that Mr. Salabaschew is in agreement with my recommendation and that JCI is in agreement with the modifications I am suggesting to the Agreement, I suggest that you contact Mr. Salabaschew directly by email at the following email address to work out the signature etc details:

salabaschew@attglobal.net

Best regards
Dick Schepard

Richard Schepard
Avocat a la Cour

Bredin Prat
130 rue du Faubourg Saint Honore
75008 Paris, France
Tel: 33 (0)1 44 35 35 11
Fax: 33 (0)1 43 59 70 01
email address: richardschepard@bredinprat.com
<http://www.bredinprat.com/>

Thomas.Christophel@jci.com

Pour : RichardSchepard@BredinPrat.com
cc :

29/03/2007 12:07

Objet : Fw: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref
BO159/US

Mr. Schepard,

Sorry for the inconvenience. Please find attached below what should have reached you weeks ago.

I expect to receive the signed version (Mr. Patzelt & Mr. Simon for JC) by mail today or tomorrow here at Burscheid.

Thank you,
Thomas Christophel

Telephone: +49 (0) 2174 / 65-4587 - Telefax: +49 (0) 2174 / 65-4862

Johnson Controls GmbH, Industriestrasse 20-30, D- 51399 Burscheid, Germany

Registergericht: Amtsgericht Köln, HRB 49198; Ust-ID Nummer: DE 811 826 278

Geschäftsführung: Beda Bolzenius, Giovanni Fiori, Stephen Alan Roell, Reiner Spatke

----- Forwarded by Thomas Christophel/EUR/Johnson_Controls on 29.03.2007 11:56 -----

KDowning@foley.com

01.03.2007 17:30

To Klaus.Hemmelmann@jci.com
cc Thomas.Christophel@jci.com, BGrossman@foley.com, MKile@foley.com
Subject Indemnification Agreement for Inventor (Mr. Salabaschew) for U.S. Pat. App. No. 10/559,492 [F&L No. 026032-4983]

Klaus:

We have sent Mr. Schepard (Mr. Salabaschew's attorney) the attached facsimile which includes the Indemnification Agreement that he requested. Hopefully we will hear from him soon.

We would also like to know who at JCI will be endorsing the indemnification agreement? We will plan to forward the Agreement endorsed by Mr. Salacashew to them upon receipt.

If you have any questions please do not hesitate to ask.

Best regards,

Kristy J. Downing
Foley & Lardner, LLP
777 East Wisconsin Ave.
Milwaukee, WI 53202-5306
PH: (414) 297-5576
FAX: (414) 297-4900
kdowning@foley.com

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

[attachment "March 1, 2007 Fax to Mr. Schepard [026032-4983].pdf" deleted by Thomas Christophe/EUR/Johnson_Controls]

[attachment "Agreement Salabaschew 29 03 07.pdf" deleted by Thomas Christophe/EUR/Johnson_Controls]

EXHIBIT

L

Downing, Kristy J.

From: Thomas.Christophel@jci.com
Sent: Friday, March 30, 2007 1:36 AM
To: richardschepard@bredinprat.com
Cc: Downing, Kristy J.; Klaus.Hemmelmann@jci.com; richardschepard@bredinprat.com; salabaschew@attglobal.net
Subject: Re: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref BO159/US

Confirmation denied. Mr Salabaschew may or may not accept the signed version as mailed to Bredin Prat yesterday. For the sake of good order : To the best of my knowledge, there is no obligation on our side to give whatever indemnification declaration to an inventor, as condition before we may exercise legitimate rights directed to our Intellectual Property, particulary with regard to proceedings on a patent application before the USPTO. Otherwise our lawfirm would have told me.

Best Regards,
 Thomas Christophel

Telephone: +49 (0) 2174 / 65-4587 - Telefax: +49 (0) 2174 / 65-4862

Johnson Controls GmbH, Industriestrasse 20-30, D- 51399 Burscheid, Germany

Registergericht: Amtsgericht Köln, HRB 49198; Ust-ID Nummer: DE 811 826 278

Geschäftsführung: Beda Bolzenius, Giovanni Fiori, Stephen Alan Roell, Reiner Spatke

richardschepard@bredinprat.com

To Thomas.Christophel@jci.com, salabaschew@attglobal.net,
 richardschepard@bredinprat.com, kdowning@foley.com

30.03.2007 08:02

cc Klaus.Hemmelmann@jci.com

Subject Re: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492
 - JCPD ref BO159/US

Dear Mr Christophel

I am in the train and received a copy of your email to Mr. Salabaschew. For the sake of good order, kindly confirm by return email to Mr Salabaschew with copy to me that JCI accepts the revised text of the Agreement as I sent it to you yesterday and will promptly sign it and send it to me for Mr .Salabaschew.

Best regards

Richard Schepard

Richard Schepard

Avocat a la Cour

Bredin Prat
130 rue du Faubourg Saint Honore
75008 Paris, France
Tel: 33 (0)1 44 35 35 11
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email address: richardschepard@bredinprat.com

Envoyer par mon terminal Blackberry

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Thank you,
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Registergericht: Amtsgericht Köln, HRB 49198; Ust-ID Nummer: DE 811 826 278

Geschäftsführung: Beda Bolzenius, Giovanni Fiori, Stephen Alan Roell, Reiner Spatke

richardschepard@bredinprat.com

29.03.2007 17:05

To Thomas.Christophel@jci.com
cc

kdowning@foley.com, Klaus.Hemmelmann@jci.com, salabaschew@attglobal.net
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ref BO159/US

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It's really your decision and entirely up to you.

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Avocat a la Cour

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Fax: 33 (0)1 43 59 70 01
email address: richardschepard@bredinprat.com
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Thomas.Christophel@jci.com

Pour : richardschepard@bredinprat.com, salabaschew@attglobal.net, Klaus.Hemmelmann@jci.com
29/03/2007 17:02 cc : kdowning@foley.com
Objet : Re: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref
BO159/US

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Yours sincerely,
Thomas Christophe

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Johnson Controls GmbH, Industriestrasse 20-30, D- 51399 Burscheid, Germany

Registergericht: Amtsgericht Köln, HRB 49198; Ust-ID Nummer: DE 811 826 278

Geschäftsführung: Beda Bolzenius, Giovanni Fiori, Stephen Alan Roell, Reiner Spatke

richardschepard@bredinprat.com

29.03.2007 15:14

To Thomas.Christophe@jci.com
 cc kdowning@foley.com, salabaschew@attglobal.net
 Subject Réf. : Fw: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD
 ref BO159/US

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- some "technical" drafting changes in Para 2

- a substantially enlarged indemnification provision. Obviously, my client would not want to be taking any risks whatsoever nor have to expend any moneys whatsoever, and this is reflected in the revised draft of this Paragraph;

- a revised applicable law provision to make French law applicable and to grant exclusive jurisdiction in the event of a dispute to the French courts. Also as seems obvious, since my client is based in France, there is no reason for him to be required in connection with this Agreement to have to be involved in any litigation outside of his "home" country.

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salabaschew@attglobal.net

Best regards
Dick Schepard

Richard Schepard
Avocat a la Cour

Bredin Prat
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Tel: 33 (0)1 44 35 35 11
Fax: 33 (0)1 43 59 70 01
email address: richardschepard@bredinprat.com
<http://www.bredinprat.com/>

Thomas.Christophel@jci.com Pour : RichardSchepard@BredinPrat.com
29/03/2007 12:07 cc :
Objet : Fw: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref
BO159/US

Mr. Schepard,

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I expect to receive the signed version (Mr. Patzelt & Mr. Simon for JC) by mail today or tomorrow here at Burscheid.

Thank you,

Thomas Christophe

Telephone: +49 (0) 2174 / 65-4587 - Telefax: +49 (0) 2174 / 65-4862

Johnson Controls GmbH, Industriestrasse 20-30, D- 51399 Burscheid, Germany

Registergericht: Amtsgericht Köln, HRB 49198; Ust-ID Nummer: DE 811 826 278

Geschäftsführung: Beda Bolzenius, Giovanni Fiori, Stephen Alan Roell, Reiner Spatke

----- Forwarded by Thomas Christophe/EUR/Johnson_Controls on 29.03.2007 11:56 -----

KDowning@foley.com

01.03.2007 17:30

To Klaus.Hemmelmann@jci.com
cc Thomas.Christophe@jci.com, BGrossman@foley.com, MKile@foley.com
Subject Indemnification Agreement for Inventor (Mr. Salabaschew) for U.S. Pat. App. No. 10/559,492 [F&L No. 026032-4983]

Klaus:

We have sent Mr. Schepard (Mr. Salabaschew's attorney) the attached facsimile which includes the Indemnification Agreement that he requested. Hopefully we will hear from him soon.

We would also like to know who at JCI will be endorsing the indemnification agreement? We will plan to forward the Agreement endorsed by Mr. Salacaschew to them upon receipt.

If you have any questions please do not hesitate to ask.

Best regards,

Kristy J. Downing
Foley & Lardner, LLP
777 East Wisconsin Ave.
Milwaukee, WI 53202-5306
PH: (414) 297-5576
FAX: (414) 297-4900
kdowning@foley.com

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

[attachment "March 1, 2007 Fax to Mr. Schepard [026032-4983].pdf" deleted by Thomas Christophe/EUR/Johnson_Controls]

[attachment "Agreement Salabaschew 29 03 07.pdf" deleted by Thomas Christophe/EUR/Johnson_Controls]

EXHIBIT

M

Downing, Kristy J.

From: richardschepard@bredinprat.com
Sent: Friday, March 30, 2007 1:49 AM
To: Thomas Christophel
Cc: Downing, Kristy J.; Klaus Hemmelmann; Tony Salabaschew
Subject: Re: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref BO159/US

Well noted. My understanding therefore is that as per your earlier correspondance you will be proceeding without the documents you are requesting Mr. Salabaschew to sign and of course that is your entire right and privilege.

Best regards

Richard Schepard
Richard Schepard
Avocat a la Cour

Bredin Prat
130 rue du Faubourg Saint Honore
75008 Paris, France
Tel: 33 (0)1 44 35 35 11
Fax: 33 (0)1 43 59 70 01
email address: richardschepard@bredinprat.com

Envoyer par mon terminal Blackberry

----- Original Message -----

From: Thomas.Christophel
Sent: 30/03/2007 08:36
To: richardschepard@bredinprat.com
Cc: kdowning@foley.com
Subject: Re: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref BO159/US

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Best Regards,
Thomas Christophel

Telephone: +49 (0) 2174 / 65-4587 - **Telefax:** +49 (0) 2174 / 65-4862
Johnson Controls GmbH, Industriestrasse 20-30, D- 51399 Burscheid, Germany
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Geschäftsführung: Beda Bolzenius, Giovanni Fiori, Stephen Alan Roell, Reiner Spatke

richardschepard@bredinprat.com

30.03.2007 08:02

To Thomas.Christophel@jci.com, salabaschew@attglobal.net,
richardschepard@bredinprat.com, kdowning@foley.com

cc Klaus.Hemmelmann@jci.com

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Envoyer par mon terminal Blackberry

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10/559,492 - JCPD ref BO159/US

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Thank you,
Thomas Christophe

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Geschäftsführung: Beda Bolzenius, Giovanni Fiori, Stephen Alan Roell, Reiner Spatke

richardschepard@bredinprat.com

29.03.2007 17:05

To Thomas.Christophe@jci.com
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email address: richardschepard@bredinprat.com
http://www.bredinprat.com/

Thomas.Christophel@jci.com

29/03/2007 17:02

Pour : richardschepard@bredinprat.com, salabaschew@attglobal.net, Klaus.Hemmelmann@jci.com
cc : kdowning@foley.com
Objet : Re: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref
BO159/US

Dear Mr. Schepard,
Dear Mr. Salabaschew,

Please consider that signed version of the document as drafted one month ago has been sent to Paris office of Bredin Prat this afternoon, meaning it should arrive there by tomorrow morning.

As to my knowledge time limit for filing documents with USPTO being April 07 (Saturday next week), I estimate chances to be poor for an opportunity to include such amendments as proposed below by Mr. Schepard, then collecting signatures from JC Representatives one more time, forwarding paper original to you, in return receiving signed documents from Mr. Salabaschew as we have asked for in November 2006, then forwarding these to our U.S. lawfirm Foley & Lardner to enable them to file with USPTO in time.

Taking this into account, I am deeply sorry to tell that, from my point of view, there are these two options only :

Mr. Salabaschew may or may not agree with the version as is.
I would be delighted to be proven wrong, but currently I do not see any other way out.

Yours sincerely,
Thomas Christophel

Telephone: +49 (0) 2174 / 65-4587 - Telefax: +49 (0) 2174 / 65-4862

Johnson Controls GmbH, Industriestrasse 20-30, D- 51399 Burscheid, Germany

Registergericht: Amtsgericht Köln, HRB 49198; Ust-ID Nummer: DE 811 826 278

Geschäftsführung: Beda Bolzenius, Giovanni Fiori, Stephen Alan Roell, Reiner Spatke

richardschepard@bredinprat.com

29.03.2007 15:14

To Thomas.Christophel@jci.com
cc kdowning@foley.com, salabaschew@attglobal.net
Subject Réf. : Fw: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref
BO159/US

Dear Mr. Christophe,

I have received your email below late this morning and am, as you requested and on account of Mr. Salabaschew's and my own excellent relations with JCI, reacting immediately, since you have informed me that there is a filing deadline of early April.

I unfortunately never received, the fax dated February 28th from Kristy Downing from our good friends at Foley & Lardner in Milwaukee. I suspect that the problem was on our side, since my recollection is that we had trouble with our Paris fax machine at that time.

You will find attached hereto Kristy Downing's original draft of the draft Agreement which you are requesting Mr. Salabaschew to sign. I have made the following principal changes:

- addition of a proviso at the end of Para 1 the subject of which is self evident;
- some "technical" drafting changes in Para 2
- a substantially enlarged indemnification provision. Obviously, my client would not want to be taking any risks whatsoever nor have to expend any moneys whatsoever, and this is reflected in the revised draft of this Paragraph;
- a revised applicable law provision to make French law applicable and to grant exclusive jurisdiction in the event of a dispute to the French courts. Also as seems obvious, since my client is based in France, there is no reason for him to be required in connection with this Agreement to have to be involved in any litigation outside of his "home" country.

Mr. Salabaschew will be receiving a copy of this email together with my recommendation that if JCI is in agreement with the changes I am suggesting, that he should sign the Agreement and related documents and send them back directly to you. I obviously, however, cannot promise you that Mr. Salabaschew will agree with my recommendation. I myself am away all day tomorrow (Friday). I hope and trust that in order to meet your timing requirements, this can be "wrapped up" by Monday (when I will return to the office).

Assuming that Mr. Salabaschew is in agreement with my recommendation and that JCI is in agreement with the modifications I am suggesting to the Agreement, I suggest that you contact Mr. Salabaschew directly by email at the following email address to work out the signature etc details:

salabaschew@attglobal.net

Best regards
Dick Schepard

Richard Schepard
Avocat a la Cour

Bredin Prat
130 rue du Faubourg Saint Honore
75008 Paris, France
Tel: 33 (0)1 44 35 35 11

Fax: 33 (0)1 43 59 70 01
email address: richardschepard@bredinprat.com
http://www.bredinprat.com/

Thomas.Christophel@jci.com Pour : RichardSchepard@BredinPrat.com
29/03/2007 12:07 cc :
Objet : Fw: Indemnification Agreement Salabaschew for U.S. Pat. App. No. 10/559,492 - JCPD ref
BO159/US

Mr. Schepard,

Sorry for the inconvenience. Please find attached below what should have reached you weeks ago.

I expect to receive the signed version (Mr. Patzelt & Mr. Simon for JC) by mail today or tomorrow here at Burscheid.

Thank you,
Thomas Christophel

Telephone: +49 (0) 2174 / 65-4587 - Telefax: +49 (0) 2174 / 65-4862

Johnson Controls GmbH, Industriestrasse 20-30, D- 51399 Burscheid, Germany

Registergericht: Amtsgericht Köln, HRB 49198; Ust-ID Nummer: DE 811 826 278

Geschäftsführung: Beda Bolzenius, Giovanni Fiori, Stephen Alan Roell, Reiner Spatke

----- Forwarded by Thomas Christophel/EUR/Johnson_Controls on 29.03.2007 11:56 -----

KDowning@foley.com

01.03.2007 17:30

To : Klaus.Hemmelmann@jci.com
cc : Thomas.Christophel@jci.com, BGrossman@foley.com, MKile@foley.com
Subject: Indemnification Agreement for Inventor (Mr. Salabaschew) for U.S. Pat. App. No. 10/559,492 [F&L No. 026032-4983]

Klaus:

We have sent Mr. Schepard (Mr. Salabaschew's attorney) the attached facsimile which includes the

Indemnification Agreement that he requested. Hopefully we will hear from him soon.

We would also like to know who at JCI will be endorsing the indemnification agreement? We will plan to forward the Agreement endorsed by Mr. Salacaschew to them upon receipt.

If you have any questions please do not hesitate to ask.

Best regards,

Kristy J. Downing
Foley & Lardner, LLP
777 East Wisconsin Ave.
Milwaukee, WI 53202-5306
PH: (414) 297-5576
FAX: (414) 297-4900
kdowning@foley.com

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[attachment "March 1, 2007 Fax to Mr. Schepard [026032-4983].pdf" deleted by Thomas Christophe/EUR/Johnson_Controls]

[attachment "Agreement Salabaschew 29 03 07.pdf" deleted by Thomas Christophe/EUR/Johnson_Controls]